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|  राष्ट्रीयसमद्रप्रौद्योगिकीसंस्थान<br>NATIONAL INSTITUTE OF<br>OCEAN TECHNOLOGY | सविदाआमंत्रणसचना(नन.आ.स<br><b>NOTICE INVITING TENDER (NIT)</b> |              |  |
|  | फॉर्मसंख्या :<br>Form No.                                      | NIOT/S&P/NIT |   |

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| ननविदासंख्या/<br>Tender No.                                    | NIOT/HVT/1281/2023-24  |
| <b>Item Description</b>  | <b>Spares for HF Radar System</b>  |
| Tender Mode<br>ननविदाप्रणाली/                                  | Single Tender  |
| ननविदाजाराहानकानाथ<br>Tender Issue date                        | 11.12.2023   |
| ननविदाबंदहोनेकीनिधििसमय<br>Tender Closing Date and Time        | 29.11.2023 at 11.00 AM   |
| ननविदाखलनकीनिधििसमय<br>Tender Opening Date and Time            | 29.11.2023 at 11.30 AM   |
| EMD Value  | <b>USD. 2104/= or INR. 1,76,670/=</b><br>a) Scanned copy of the EMD instrument to be uploaded in the <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> .<br>b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender |
| विविदाप्रलेखउपलब्धिसंस्थान<br>Tender Documents available place | Tender documents can be freely downloaded from <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> website & <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.   |
| ई ननविदाकललयसहायिामनअल/<br>Bidding Type & Tender submission    | Single Tender Single Bid comprising of Techno-commercial Bid & (BOQ) should be uploaded electronically through NIC portal <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>   |
| -<br>Help manual for e-tender                                  | 0120-4001002,0120-40001005,0120-6277787<br><a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>  |
| अपनेप्रश्नईमेलआईडीपरभेज<br>Send your queries to the email IDs  | <a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>   |

**NATIONAL INSITUTE OF OCEAN TECHNOLOGY VELACHERY TAMBARAM MAIN  
 ROAD NARAYANAPURAM, CHENNAI 600100  
 NIOT WEBSITE: <http://www.niot.res.in/tenders>**

## **Bid Preparation and Tender Submission Procedure**

Bidders may download the help documents and Bidders manual kit and FAQ from [www.eprocure.gov.in/app](http://www.eprocure.gov.in/app) . Toll free Helpdesk phone number.

- a) For any technical queries related to operation of the Central Procurement Portal please mail to [cphp-nic\[at\]nic.in](mailto:cphp-nic[at]nic.in) OR please call 24 x 7 Toll Free No. 1800 3070 2232 and Mobile Numbers 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874.
- b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel : The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.
- c) For any policy related matter / clarifications pl contact [cphp-doe\[at\]nic.in](mailto:cphp-doe[at]nic.in) - managed by Dept of Expenditure, Min of Finance.
- d) For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
- e) The prospective Bidders should register themselves in the CPHP Portal and submit the Bids electronically through the CPHP portal. The paper based physical Tender submission is not permitted.

24 X 7 help desk details of eProcurement Portal is mentioned below:

Help Desk No. 0120-4200462, 0120-4001002, 0120-4001005

Mobile: 91 8826246593

E-Mail: [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

Web Site: [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

## INTRODUCTION

National Institute of Ocean Technology (NIOT), an autonomous body under the Ministry of Earth Sciences is engaged in developing technology for utilizing ocean resources in an eco-friendly manner.

### Notice Inviting Tender

National institute of ocean Technology invites E-bids for the supply of **Spares for HF Radar System** at NIOT Chennai as per the specification enclosed (SCC) as at Annexure -I.

#### 1. Submission of bids

Bidders are requested to submit their Bid/quotation containing Technical proposal and price bid (BOQ), EMD, electronically through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. proof of Earnest Money and other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized agent of [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and to register with [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). The bid/quotation cannot be submitted without DSC. **No manual tender is acceptable.**

2. This NIT shall form part of the Purchase Order.

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) as at Annexure-I wherever applicable.

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### **INSTRUCTION TO BIDDERS:**

**4. Security:** Any information / material / document supplied along with this tender or after placement purchase order should not be disclosed or copied without written permission from NIOT.

**5. Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However if vendor requires any clarification on the bid, the query may be mailed to the mail ID [hvt@niot.res.in](mailto:hvt@niot.res.in).

- 6. Tender Opening:** The Bidder can participate in the e-tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be as per the NIOT norms.
- 7. Default in Performance:** If any supplier is not successfully discharging their contractual obligations against the order / contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves right to BAN such supplier permanently from participation in all the tenders of NIOT and organizations of MOES.
- 8. Goods:** Goods should be supplied only after receipt of The Purchase Order from NIOT.
- 9. Change of Name after award:** Request / intimations with regard to change of name of the Contracting company or constitution of the contracting company after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.
- 10. Purchase order acceptance:** The successful bidder should submit order acceptance within **15 days** from the date of PO, failing which it shall be presumed that the bidder is not interested and his bidsecurity /EMD shall be forfeited.

#### **BIDDING CONDITION**

- 11. Deadline for Submission of Bids:** Bids must be received by NIOT at the [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) specified in the Invitation for Bids cover page on or before the due date/extended due date thereof.
- 12. Due date Extension,Corrigendum to NIT:** Any corrigendum for NIT will be notified in [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and NIOT website. Hence bidders are requested to watch our website for such corrigendum if any.
- 13. In case of the unscheduled holiday** in Chennai being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.
- 14. Unsolicited correspondences:** NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.
- 15. Non Receipt of Tender:** NIOT will not be responsible for the non receipt of the tender due to any network problem.

**16. Submission of tender by a tenderer** implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.

**17. EMD/Bid security:** The EMD/Bid security (**USD. 2104/= or INR. 1,76,670.4/=**) is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD / Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

The EMD /bid security may be accepted in the following form

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of "**NIOT other Receipt Account**", Chennai in INR or in equivalent foreign currency),
- (3) Fixed Deposit Receipt,
- (4) Banker's Cheque or Bank Guarantee from any of the Commercial Banks. (Bank Guarantee as per prescribed format available in the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login>)
- (5) Online payment in an acceptable form.

If the EMD (scanned copy of the instrument of EMD) is not submitted along with Techno-commercial the bid will be summarily rejected. The original EMD should be submitted (or) reach NIOT on or before closing date the time of the tender.

**18. Conditions for EMD / Bid Security:** EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or placement of order whichever is later. EMD may be forfeited:

- a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or
- b. In case of a successful bidder, fails to furnish order acceptance within 15 days of the order and / or fails to furnish Performance Security.

EMD for a successful bidder shall be adjusted against performance security payable if submitted in DD / refunded if / performance security is submitted.

**19. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **90 days** from the date of opening of Un-priced Techno-commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification / requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

**20. Bid validity extension:** In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid.

**21. Conditional offers** shall not be accepted.

**22. Signing of bids:** Each page of the tender and tender document shall be signed and uploaded by the bidder in [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

**23. The broad configuration** / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed.

**24. Acceptance of bids:** NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

**25. The compliance sheet** with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS and BOQ (Price bid) ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

**26. Canvassing:** Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

**27. Commercial compliance** as per the NIT shall be furnished along with the offer.

**28. Unrealistic bids** with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

#### **TERMS AND CONDITIONS GOVERNING THE CONTRACT**

**29. Currency of bids:**

**a) Firms outside India:** Quotations should be DAP NIOT, Chennai. (For other conditions please refer Additional Terms & Conditions for Import).

**30. Guaranteed time of delivery – specific performance of contract;**

The time of delivery including testing and handing over in satisfactory condition is the essence, and the item should be delivered within **8 weeks** from the date of receipt of purchase order. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

**31. Extension of delivery period:** If the completion of systems / components is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD as appropriate.

**32. Delay in Completion / Liquidated Damage (LD):** If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of 0.5% of the purchase order price of the undelivered systems / components for each calendar week of delay. The total liquidated damages shall not exceed 5% (five percent) of the purchase order price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

**33. Warranty:** The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The product supplied should be free from manufacturing defects and a minimum period of one year (**12 months**) warranty from the date of receipt and acceptance at NIOT. The warranty certificate should be furnished in the prescribed format available in the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in your letterhead. If the Vendors standard warranty is more than **12 months** the same shall be extended to NIOT. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination.

If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

**34. Insurance:** The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery

in the manner specified in the NIT. If any such damage occurred, the goods shall be replaced within in the Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

### **35. Risk and Insurance**

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the Contract before expiry of such period, NIOT is entitled to cancel the Contract and source remaining items from any parties the stores not delivered at the risk and cost of the defaulting Contractor. No payment claimed for any part supplies made.

The Bidder/Contractor shall take out and keep in force the following adequate insurance to cover all risks including but not limited to third party risk coverage and shall submit to NIOT copy of policy:

During the development of the system, testing, trials and all transportation including transit up-to receipt of the Product / material at NIOT and acceptance after final phase of testing including during field operations.

The Bidder/Contractor shall take out and keep in force, adequate insurance in respect of their own as well as hired equipments (to the extent of their insurable interest) tools, materials, marine spreads, vessels, barges, crafts ships and operational facilities used during the entire period of their engagement in connection with the Contractor to the insurable value of such constructional plant, equipment and other things. NIOT shall have no liability whatsoever in this regard. NIOT shall not consider any claim whatsoever, hence Bidder/Contractor shall assess all possible risks and take adequate all risk insurance cover including transit insurance. General terms and conditions for tender submission & evaluation

NIOT reserves right to reject any or all of the bids received in response to this invitation to tender without assigning any reasons whatsoever.

Bidder shall note that NIOT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

Canvassing in any form by any bidder or by any other agency acting on behalf of the partner after submission of bid may disqualify the said partner. NIOT's decision in this regard shall be final and binding on the partner.

Overseas bidders, while submitting Tender should indicate as to whether they have engaged the services of an Agent in India and if so, the extent of services such an Agent has to perform and the payment for such services. The payment to be made to the Agent will be deducted by NIOT from the payment of the successful overseas Partners and paid to its Indian Agent in non-convertible Indian Rupees after deduction of due taxes for services at prevailing rates. Such details should be provided in the Price Bids. Foreign bidders may kindly note that NIOT shall not entertain engagement



**36.(a)Payment:** As per standard terms 90 % payment for import will be made through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker after supply & acceptance of items at NIOT. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. NO ADVANCE PAYMENT WILL BE CONSIDERED. Balance 10% Payment will be released after completion of warranty period through wire transfer.

**(b)Performance Bank Guarantee:** Performance bank guarantee for 10% of the order value should be provided and it should be valid throughout the warranty period. Performance Bank Guarantee should be from any Nationalized/Commercial bank in India or their branches outside India. In case the performance bank guarantee is not provided, 90% payment only would be released and balance after completion of the warranty period. Bidder should clearly mention their acceptance to this effect in their quote.

**37. Force Majeure:** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**38. Discounts:** Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

**39. Price:**

The price shall include but not limited to

- a. Costs of goods/ services covered in this contract.
- b. Cost towards third party inspection at various stages as set forth in the contract.
- c. Freight & Insurance charges

**39. Customs Duty :** As per notification number .51/96 (customs) dated 23.7.1996; and further notification by GOI, NIOT is entitled to pay the custom duty at the rate of @ 24.49%.(presently) Customs clearance will be done by NIOT and payment of customs duty at rate mentioned above and customs cleared including inland transportation will be done by NIOT.

**40. Performance Security:** The successful bidders should deposit 5% of the purchase order value as Performance Security within 2 weeks from the date of issue of purchase order. The performance security shall be in one of the following forms:

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR
- (3) Or in equivalent foreign currency).
- (4) Fixed Deposit Receipt from any Commercial Bank.
- (5) Bank Guarantee from any of the Commercial Banks.
- (6) Online payment in an acceptable form.

Performance security shall be forfeited in the event of breach of Contract by the Contract in terms of the Contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order and forfeit the EMD /Bid security.

Bank Guarantee shall be as per prescribed format issued by a Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of Contract by the Contract in terms of the Contract.

**41. Arbitrations/Disputes:** In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitration shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

#### **42. SUBMISSION OF TECHNICAL DOCUMENT**

Specifications are basic essence of the product. The broad configuration / specification of the proposed purchase are given in the Special contract conditions (SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the SCC. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. Technically unsuitable offers and offers not conforming to tender schedule shall be rejected.

a. The vendor is required to provide their comments item-by-item on the compliance sheet provided in the SCC. Where ever the specified parameter is required within a range, the calculated/ estimated value as per the vendor's design is

to be provided in the "Remarks" column. Deviations /exceptions, if any, from the specifications to be recorded in the "Remarks" column.

b. In the case of test procedures mentioned in Annexure 1 of SCC, if the vendor suggest some alternate test procedure to verify the same parameter, the detailed procedure has to be provided along with the quotation. NIOT reserves the right to accept/ reject such alternate procedure, if any.

c. Offer must contain all relevant technical details. Relevant drawings pertaining to the quoted design, duly signed by the authorized official should be sent along with the quotation. Where ever mentioned, documentary evidence has to be enclosed in the quotation. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

**43. Authorization:** The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site along with agency agreement. The same OEM cannot authorize multiple agents.

**44. Termination of contract by NIOT:**

a) The contract shall become effective from the date of signing of contract and the contract shall automatically get terminated after successful completion of all contractual obligation and warranty obligation as per the terms of the contract.

b)

(i) Termination of the contract due to breach of contract by the contractor

(ii) Termination of contract due to default,

(iii) Termination of the contract due to insolvency,

(iv) Termination of the contract for convenience.

If the termination of the contract happens due to the above factors, [(i), (ii) &(iv)]

initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent.

**45. INDEMNITIES:** The Contractor hereby agrees to indemnify and hold harmless NIOT and its Director, officers and employees, from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:

**i.** breach of this Agreement by the Contractor

**ii.** Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender

**iii.** violation or contravention of any Legislation on the part of the Contractor

**iv.** any negligence or willful misconduct of Contractor, which violates any provision of this Agreement

**v.** Infringement of any intellectual property belonging to any third party by the Contractor

**vi.** any breach of an agreement or understanding between Contractor and any and all Third Parties due to which a liability arises on NIOT.

**vii.** any claim that any representations or warranties contained herein are not true or any breach thereof

- viii. any loss or damage caused by the Contractor to NIOT, its personnel or property
- ix. any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen
- x. breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi. any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation.

- 46. Shipping Instructions:** If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the guidelines for Regulating Wood Packaging Material in International Trade, ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions or exemption identified by the Regional Plant Quarantine Station, Chennai, India. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, and invoices. All pallets must be shrink-wrapped or banded.

#### **Terms and Conditions (Import)**

- 47. Goods certificate:** To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 48. Documentary evidence:** Relevant literature pertaining to the items quoted such as specification sheet with drawings, handling and storage instructions (if any), routine maintenance instructions (if any), routine test instructions (if any) etc. has to be sent along with the quotation. Wherever the submission of documentary evidence (as proof of some parameter) is mentioned in the SCC, the same also has to be enclosed in the quotation.
- 49. The import quotation** should be in DAP, NIOT, Chennai. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE from reputed Insurance companies only for DAP value plus 10%. Value of Cargo should be declared in the AWB for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per international standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsible of customs clearance, payment of customs duty and inland transportation to NIOT will be done by NIOT.

#### **50. Import and Export Licenses**

If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary,

license in India.

If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course

- 51. Currency of the bid:** Currency once quoted will not be allowed to change.
- 52. Forex fluctuation:** Since bidders are permitted to quote in any currency and also receive payments in that currency, NIOT shall not compensate for any foreign exchange fluctuations. Also there will be no loading of foreign exchange for deciding the inter-se- ranking of bidders in this tender.
- 53. Bank charges:** Bank charges inside India to NIOT account and all Bank charges outside India to Contractor account only.
- 54. Dispatch of goods:** Please note that the dispatch of consignment should be made by Air/Sea freight and not through private courier service since this Institute is empowered to clear the consignments duty exemption from customs as R&D Institutions which will not be applicable for dispatches through private courier service. Any customs duty payable on account of mode of dispatch other than those specified will be to contractors account and the same will be debited / Adjusted from the dues payable to contractor. For low volume/low weight cargo Govt. Postal services only to be utilized.
- 55. Third Party Inspection :**The Third Party Inspection is mandatory only for OEM direct execution and payments negotiated through Letter of credit. The Third Party Inspection shall be conducted by SGS/Lloyds/TUV/ABS. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third party inspection agency) while furnishing the commercial invoice for supply. In the absence of separate invoice, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India.
- 56. Shipment:** Generally Part shipment and Transshipment are not permitted. If required for the bidder reason to be indicated. All risk insurance should be taken, covering the entire shipment and up to installation and commissioning within the cost price. Also please indicate the Port of Shipment along with the country of origin of the Supply.
- 57. Demurrage:** DEMURRAGE CHARGES, IF ANY, PAYABLE ON ACCOUNT OF DELAY IN RECEIPT OF ADVANCE COPIES OF INVOICE / SHIPMENT DOCUMENTS WILL BE DEBITED TO YOUR ACCOUNT. In the absence of clear documentation the cargo cannot be cleared and cargo will be kept uncleared and will lie at Bailee's premises at the risk and cost of Contractor.

**58. Customs Clearance:**

1. All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx. \$ 75) per day shall be levied by Indian customs for the delay of first three days.
2. Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft
3. This has come into effect on 31.03.2017.
4. Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.
5. Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note this changes and ensure that all/ complete documents (1. Airway bill,2.Invoice copy 3. Packing List 4. Insurance Copy)at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from due payment.

**Commercial Terms Compliance sheet (To be filled by bidder)**

| <b>Sl. No</b> | <b>Particulars</b>  | <b>Yes</b> | <b>No</b> | <b>Page Ref</b> |
|---------------|---|------------|-----------|-----------------|
| 1             | Whether EMD for <b>USD. 2104/= or INR. 1,76,670/=</b> is scanned and uploaded along with the technical document?  |            |           |                 |
| 2             | Whether every page of the tender document is digitally signed and uploaded in the CPP portal along with the other documents.  |            |           |                 |
| 3             | Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed) |            |           |                 |
| 4             | Whether accepted to submit the order acceptance within 15 days from the date of receipt of the Purchase order?  |            |           |                 |
| 5             | Whether submission of 5% of the item value as Performance Security is acceptable?   |            |           |                 |
| 6             | Whether Quote is valid for <b>90 days</b> from the date of tender opening or time specified in the tender document whichever is later?                                      |            |           |                 |
| 7             | Whether submission of 10% of the item value as Performance Bank Guarantee is acceptable?  |            |           |                 |
| 8             | Whether <b>payment terms</b> of the tender is complied with?  |            |           |                 |
| 9             | Whether the tender is fully complying with tender specification Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?     |            |           |                 |
| 10            | Whether item-wise price is quoted as per price bid and quoted price is realistic?   |            |           |                 |
| 11            | Whether liquidated damage as specified in the NIT accepted unconditionally?   |            |           |                 |
| 12            | Whether the delivery period ( <b>8 weeks</b> ) is acceptable as per the tender.   |            |           |                 |
| 13            | Whether the warranty period is acceptable as per the tender.  |            |           |                 |
| 14            | Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.   |            |           |                 |

**Price Bid Format (to be filled by the bidder)**

| Sl. No                      | Item   | Description          | Model No.     | Qty     | UOM | Unit Rate (USD) | Total (USD) |
|-----------------------------|--|----------------------|---------------|---------|-----|-----------------|-------------|
| 1                           | TX FPB   | TX FPB               | SSTX-SA601    | 3       | Nos |                 |             |
| 2                           | Blanking Board   | Blanking Board       | N/A           | 4       | Nos |                 |             |
| 3                           | RX FPB   | RX FPB               | SSRX-SA601    | 3       | Nos |                 |             |
| 4                           | Power supply ±5 VDC  | Power supply ±5 VDC  | SS-SA801      | 2       | Nos |                 |             |
| 5                           | Power supply ±12 VDC   | Power supply ±12 VDC | SS-SA803      | 2       | Nos |                 |             |
| 6                           | AWG Module   | AWG Module           | SSRX-SA203    | 2       | Nos |                 |             |
| 7                           | Dome RX Antenna  | Dome RX Antenna      | SSRA-SA200-DS | 2       | Nos |                 |             |
| 8                           | Freight and Insurance charges from supplier warehouse to NIOT, Chennai warehouse |                      |               | Lumpsum |     |                 |             |
| 9                           | Third Party Inspection charges (Applicable only for letter credit payment)       |                      |               | Lumpsum |     |                 |             |
| 10                          | Total amount for DAP NIOT, Chennai   |                      |               |         |     |                 |             |
| Total Amount in words _____ |  |                      |               |         |     |                 |             |



**Annexure - I**

**Special Condition of the Contract (SCC)**

**Technical Specification & Compliance sheet - Spares for HF Radar System - to be filled by the bidder**

| <b>Sl.No</b> | <b>Item description</b>   | <b>Model No</b> | <b>Complied / not complied</b> |
|--------------|---------------------------|-----------------|--------------------------------|
| 1            | TX FPB                    | SSTX-SA601      |                                |
| 2            | Blanking Board            | N/A             |                                |
| 3            | RX FPB                    | SSRX-SA601      |                                |
| 4            | Power supply $\pm 5$ VDC  | SS-SA801        |                                |
| 5            | Power supply $\pm 12$ VDC | SS-SA803        |                                |
| 6            | AWG Module                | SSRX-SA203      |                                |
| 7            | Dome RX Antenna           | SSRA-SA200-DS   |                                |

**Signature of the Bidder**